FERRIES—ESTABLISHMENT BY A COMBINATION OF PERSONS FOR THEIR OWN BENEFIT—TANNER v. WARREN, 56 S. W. 167 Ky. 1.—A number of persons combined and bought a boat for the convenience of themselves and their families in crossing a stream within the prohibited distance of an exclusive ferry privilege. *Held*, that there was a violation of the privilege, and an injunction would lie. Du Rella, J., dissenting.

It is difficult to see just where the courts draw the line as to what will constitute an infringement of a ferry privilege. The cases show that it is no infringement for a person to transport his own property in his own boat. *Alexandria, etc., Ferry Co.* v. *Wisch*, 73 Mo. 655; *Trent* v. *Cartersville Bridge Co.*, 11 Leigh (Va.) 521. One case, at least, hold that this right may be even extended to the transporting of employees, guests and friends. *Hunter* v. *Moore*, 44 Ark. 184. In the case stated the combination for the express purpose of avoiding the ferriage was undoubtedly the ground upon which the decision was based.

FIRE INSURANCE—CONTRACT—POLICY—DELIVERY—PROOF OF LOSS—WAIVER—HICKS v. BRITISH AMERICA ASSUR. CO., 56 N. E. 743 (N. Y.).—A plaintiff's assignor had a conversation with defendant's local agent, and made a contract of present insurance for $2,500 upon his property. Two days later said property was destroyed by fire, and before the standard policy was received. When notified of the loss, defendant's agent denied that a verbal contract was made, but the agreement was conclusively proved in court. Plaintiff suing on breach of contract, defendant holds that the verbal contract embraced the conditions of the standard policy of fire insurance, which states that a proof of loss must be shown within sixty days after the fire. Plaintiff admits that he neglected to do this, but claims that the suit being for breach of contract, such proof of loss is immaterial. *Held*, the failure of defendant's agent to issue a standard policy and his denial of the contract was not a waiver of defendant's right to the provisions of the policy requiring a proof of loss. Landon, Werner and Haight, J. J., dissenting.

In the cases of *Angell* v. *Insurance Co.*, 59 N. Y. 171, and *Ellis* v. *Insurance Co.*, 50 (N. Y.) 402, it was held that an agent had authority to make a verbal contract of insurance and that "recovery of the amount to be insured is proper, as damages for the breach of such contract." The court overrules these decisions on the ground that they were made before the Legislature had prescribed a standard policy of fire insurance in the State.

Judge Werner, in his dissenting opinion, contends that since the agent denied the verbal contract, plaintiff could regard it as rescinded and sue for breach. *Stokes* v. *Mackay*, 41 N. E. 496.

GROWING CROPS—ATTACHING CREDITORS—CASE ON SHARES—CURTNER v. SYNDOW. 60 PAC. REP. (Cal.) 462—Where rent for leased land was to be paid in a proportion of the crops, and the lessor assigned his interest in the growing crops to a third person. *Held*, as to the assignor's attaching creditors, the growing crops were personal property and title passed to assignee.

Much conflict of authority exists respecting the question of growing crops. *Tiedeman Real Prop.* § 201 holds the lessor in a cropping contract has no vested interest in the crop. as such; his title vesting only after apportionment and delivery, to the same effect. *Aiken v. Smith*, 21 Vt. 181; *Pickens v. Webster*, 31 La. Ann. 870, holds the uncut crops under such an agreement subject to the lessee's creditors; also does *Howard Co. v. Kyte*, 28 N. W. Rep. (Ia.) 609, and *Long v. Leavers*, 103 Pa. St. 517. In support of the present case see *Pope v. Hurtle*, 14 Cal. 403.

HABEAS CORPUS—EXTRADITION—TREATY STIPULATIONS—COHN v. JONES, 100. Fed. Rep. 639.—Plaintiff was extradited from Canada upon an information charging arson for the burning of a house, further described as in the occupa-

tion of a shoe company. In the treaty it was stipulated that there should be no liability for any but the offense surrendered for. The alleged house was in fact a store, the burning of which was statutory arson in Iowa, but not arson at all in Canada. *Held*, the action of the Canadian authorities in giving over the prisoner was conclusive and habeas corpus was refused.

INDIANS—CAPACITY TO SUE—EJECTMENT—JOHNSON v. LONG ISLAND R. CO., 56 N. E. 992.(N. Y.).—Plaintiff, a member of the Montauk tribe of Indians, brought action in ejectment on behalf of himself and any members of the tribe who would come in and contribute to the expense. *Held*, that Indian tribes are wards of the State and generally speaking are possessed of only such rights to appear and litigate in courts of justice as are conferred on them by statue, Vann and Landon, J. J., dissent.

Where the jurisdiction depends on the subject matter of the controversy and not upon the status of the parties, the weight of authority seems to favor the right of an Indian to a standing in both the United States courts and the State courts. *Wiley v. Keokuk*, 6 Kan. 94; *Yick Wo v. Hopkins*, 118 U. S. 356; *Dred Scott v. Sandford*, 19 How. (U. S.) 403.

INTERNAL REVENUE—STAMP TAX—BONDS OF SALOON KEEPERS—UNITED STATES v OWENS, District Court, E. D, Missouri, Fed. Rep. 160, Page 170.—The question presented by the demurrer to the information in this case is whether a dramshop keeper's bond, given pursuant to the provisions of the State of Missouri, is subject to the stamp tax of 50 cents imposed by the war revenue act of 1898 (Inter Alia) upon all "Bonds of any description, except such as may be required in legal proceedings not otherwise provided for in this section."

Held, that a bond given by a saloon keeper, as one of the conditions of the granting by the State of a license, is an instrumentality employed by the State to execute and enforce its own laws in the exercise of its police powers, and does not require an internal revenue stamp, under the war revenue act of 1898. The most notable point in this case is the fact that the Court construes the bond as a part of the license. It is a well established rule that the license itself is exempt from the stamp tax. The court maintains that the license does not express the entire contract between the State and saloon keeper; but that the bond and license taken together, constitute the contract or license, therefore, as part of the license, is not liable to be taxed.

JUDGMENT—BAR—LIBEL AND SLANDER—CORPORATIONS—UNION ASSOCIATED PRESS v. HEATH, 63 N. Y. Supp. 96.—The Associated Press had published a libel on the Union Associated Press by sending it to its correspondents. For that publication a recovery was had against the Associated Press by the Union Associated Press. The defendant in this case was a publisher to whom the Associated Press had sent the libel, and he had republished it. *Held*, that the judgment against the Associated Press was no bar to a recovery against him. Van Brunt, P. J., and McLaughlin, J., dissenting.

Though the libel be the same, yet a different publication will give another cause of action. Every publication must be regarded as a new and distinct injury. *Wood* v. *Pangburn*, 75 N. Y. 498. A recovery for the wrong by the first publisher of a libel is not a satisfaction for the second publication. *Wood* v. *Pangburn* (supra). The dissenting justices maintain that the recovery against the Associated Press precludes further recovery from other publishers, as the act of sending the article, and the actual publication of it by the recipient, constitute a simple wrong, for which one recovery would be a complete satisfaction as to all. *Knapp* v. *Roche*, 94 N. Y. 329; *Lord* v. *Tiffany*, 98 N. Y. 412. The prevailing opinion seems supported by the greater weight of authority.